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*Counsel for the Debtors and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
: :  
SquareTwo Financial Services : Case No. 17-10659 (JLG)  
Corporation, et al.,<sup>1</sup> :  
: (Jointly Administered)  
Debtors. :  
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**NOTICE OF SECOND AMENDMENT TO SCHEDULE OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED  
OR ASSUMED AND ASSIGNED AND CURE AMOUNTS IN CONNECTION  
WITH JOINT PREPACKAGED CHAPTER 11 PLAN FOR SQUARETWO  
FINANCIAL SERVICES CORPORATION AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that on March 19, 2017, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Joint Prepackaged Chapter 11 Plan for SquareTwo Financial Services Corporation and Its Affiliated Debtors* [Docket No. 20] (as the same may be amended, modified, and/or supplemented from time to time, the “**Plan**”).<sup>2</sup>

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal taxpayer identification number and/or Canadian equivalent are as follows: Astrum Financial, LLC (2265); Autus, LLC (2736); CA Internet Marketing, LLC (7434); CACH, LLC d/b/a Fresh View Funding (6162); CACV of Colorado, LLC (3409); CACV of New Jersey, LLC (3499); Candeo, LLC (2809); CCL Financial Inc. (7548); Collect Air, LLC (7987); Collect America of Canada, LLC (7137); Healthcare Funding Solutions, LLC (2985); Metropolitan Legal Administration Services, Inc. (6811); Orsa, LLC (2864); Preferred Credit Resources Limited (0637); ReFinance America, Ltd. (4359); SquareTwo Financial Canada Corporation (EIN: 1034; BN: 0174); SquareTwo Financial Corporation (1849); and SquareTwo Financial Services Corporation d/b/a Fresh View Solutions (5554). The Debtors’ executive headquarters are located at 6300 South Syracuse Way, Suite 300, Centennial, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

PLEASE TAKE FURTHER NOTICE that on March 27, 2017, the Debtors filed the Schedule of Assumed Contracts and Leases and corresponding Cure Amounts contemplated by Section 10.1 of the Plan [Docket No. 77] (as may be amended, modified and/or supplemented from time to time, the “**Assumption and Cure Schedule**”).<sup>3</sup> On April 14, 2017 and April 27, 2017, the Debtors filed supplements to the Assumption and Cure Schedule which added certain additional executory contracts and unexpired leases to the Assumption and Cure Schedule [Docket Nos. 128, 162 and 163]. On May 1, 2017, the Debtors filed an amendment to the Assumption and Cure Schedule which removed certain executory contracts and unexpired leases from the Assumption and Cure Schedule [Docket No. 190].

PLEASE TAKE FURTHER NOTICE that, as set forth on the previously filed and served notices to the Assumption and Cure Schedule [Docket Nos. 77, 128, 162, 163 and 190], the Debtors reserved the right to add or remove any contracts and leases from the Assumption and Cure Schedule.

**PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is a list of additional executory contracts and unexpired leases that the Debtors have removed from the Assumption and Cure Schedule.**

**PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit B is a list of additional executory contracts and unexpired leases that the Debtors are adding to the Assumption and Cure Schedule (the “Additional Assumed Contracts and Leases”).**

**PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit C is a list of certain executory contracts and unexpired leases for which the Cure Amount is being revised (the “Exhibit C Contracts”).**

**PLEASE TAKE FURTHER NOTICE that, notwithstanding anything to the contrary contained in Article X of the Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount by SquareTwo Financial Corporation, the Debtors anticipate that the Additional Assumed Contracts and Leases and the Exhibit C Contracts will be assumed by a Dissolving Debtor, or assumed and assigned by a Dissolving Debtor to SquareTwo Financial Corporation on the Effective Date. None of the Additional Assumed Contracts and Leases will be assigned to an Acquired Debtor.**

PLEASE TAKE FURTHER NOTICE that any Cure Amount set forth on Exhibits B and C represents the unpaid amount with respect to each respective Additional Assumed Contract or Lease or Exhibit C Contract as of the Petition Date, and does not include any accrued and unpaid amounts which arose or may arise subsequent to the Petition Date. The rights of parties with respect to amounts arising subsequent to the Petition Date are expressly reserved.

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<sup>3</sup> Notwithstanding anything contained herein to the contrary: (i) any executory contracts and unexpired leases that previously have been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; and (ii) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided in a Final Order of the Bankruptcy Court resolving such motion.

PLEASE TAKE FURTHER NOTICE that any counterparty to an Additional Assumed Contract or Lease or Exhibit C Contract objecting to (i) any applicable Cure Amount listed on Exhibits B or C (ii) the ability of the applicable Debtor(s) to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the applicable Additional Assumed Contract or Lease, or (iii) any other matter pertaining to the assumption of an Additional Assumed Contract or Lease (including the proposed assumption and, if applicable, the proposed assignment of the Additional Assumed Contract or Lease), must file with the Bankruptcy Court and serve an objection (an “**Objection**”), in writing, setting forth with specificity any and all cure obligations that the objecting counterparty asserts must be cured or satisfied in respect of the Additional Assumed Contract or Lease or Exhibit C Contract, including any Cure Amount that the objecting party believes should be paid in connection with the assumption (and, if applicable, the assignment) of the Additional Assumed Contract(s) or Lease(s) or Exhibit C Contract(s), and/or any and all objections to the potential assumption (and, if applicable, the potential assignment) of such Additional Assumed Contract or Lease or Exhibit C Contract, together with all documentation supporting such Objection, upon: (i) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Matthew A. Feldman, Esq. and Debra C. McElligott, Esq.; (ii) the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Susan A. Arbeit, Esq. and Richard C. Morrissey, Esq.; (iii) proposed counsel to the Official Committee of Unsecured Creditors, Arent Fox LLP, 1675 Broadway, New York, NY 10019, Attn: Robert H. Hirsh, Esq., George P. Angelich, Esq. and Jordana L. Renert, Esq.; (iv) counsel to Resurgent Holdings LLC, Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, IL 60654, Attn: Michael J. Small, Esq. and 777 East Wisconsin Avenue, Milwaukee, WI 53202, Attn: Benjamin F. Rikkers, Esq.; (v) counsel to the lenders party to the Debtors’ prepetition first lien financing agreement and counsel to Cerberus Business Finance, LLC, as agent for the Debtors’ prepetition first lien financing agreement and postpetition credit facility, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10002, Attn: Frederic L. Ragucci, Esq. and Adam C. Harris, Esq.; and (vi) counsel to the lenders party to the Debtors’ prepetition 1.25 lien credit agreement and certain lenders party to the Debtors’ prepetition 1.5 lien credit agreement, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Alan W. Kornberg, Esq. and Elizabeth R. McColm, Esq., **so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on May 25, 2017 (the “Objection Deadline”). Failure to object by the Objection Deadline shall be deemed consent to any scheduled Cure Amount with respect to any Additional Assumed Contract or Lease or Exhibit C Contract, as well as assumption of (and, if applicable, the assignment of) any Additional Assumed Contract or Lease, including consent for purposes of section 365(c)(1) of the Bankruptcy Code.**

PLEASE TAKE FURTHER NOTICE that any party that fails to file an objection by the Objection Deadline shall be forever barred, estopped and enjoined from contesting the assumption (and, if applicable, assignment) of the applicable Additional Assumed Contract, and/or disputing any Cure Amount set forth on Exhibits B and C.

PLEASE TAKE FURTHER NOTICE that any counterparty to an executory contract or unexpired lease to which a U.S. Debtor is a party that fails to file an objection by the Objection Deadline shall be forever barred, estopped and enjoined from asserting any Claim against the applicable U.S. Debtor under section 365(b)(1) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the applicable Debtor's decision to assume (and, if applicable, assign) the Additional Assumed Contracts and Leases or Exhibit C Contracts is subject to the Bankruptcy Court's approval and confirmation of the Plan and occurrence of the Effective Date. Absent confirmation of the Plan and occurrence of the Effective Date, no Additional Assumed Contract or Lease or Exhibit C Contracts shall be deemed assumed (or if applicable, assumed and assigned) under the Plan and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any agreement as an Additional Assumed Contract or Lease or Exhibit C Contracts shall not constitute or be deemed to be a determination or admission by the Debtors that such agreement is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to add or remove any contracts and leases from the Assumption and Cure Schedule. In such event, the Debtors shall promptly send a notice to the applicable counterparty to such contract or lease of such decision.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to amend, revise or supplement any documents relating to the Plan and/or to be executed, delivered, assumed, assumed and assigned, and/or performed in connection with the consummation of the Plan on the Effective Date.

Dated: May 11, 2017  
New York, New York

WILLKIE FARR & GALLAGHER LLP  
*Counsel for the Debtors and Debtors in Possession*

By: Paul V. Shalhoub  
Matthew A. Feldman  
Paul V. Shalhoub  
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New York, New York 10019  
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**EXHIBIT A**

**List of Contracts Removed from Assumption and Cure Schedule**

Exhibit A: Contracts Removed from Schedule of Assumed Contracts and Leases and Cure Amounts

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement and Contract Date (if known)
CLAYTON DAVID KAINER	CLAYTON DAVID KAINER 349 HIGHWAY 353 BOULDER, WY 82923		CACH, LLC	Resident Manager Agreement
GLOBALONEPAY	GLOBALONEPAY ATTN: LOYALTY DEPARTMENT 5000 LEGACY DRIVE SUITE 320 PLANO, TX 75024		SquareTwo Financial Corporation	Acct, Treasury & Legal Agreement
MICROSOFT CORPORATION	MICROSOFT CORPORATION C/O BANK OF AMERICA 1950 N STEMMONS FWY STE 5010 LB #842467 DALLAS, TX 75207	SOFTWARE ONE, INC. P.O. BOX 510944 NEW BERLIN, WI 53151-0944  and  SOFTWAREONE, INC. ATTN: ELIZABETH ROGERS 20875 CROSSROADS CIRCLE, SUITE 1 WAUKESHA, WI 53186-4093	SquareTwo Financial Corporation	Enterprise Agreement
VIAWEST, INC.	VIAWEST, INC. ATTN: GUNNAR STINNET 6400 S. FIDDLER'S GREEN CIRCLE SUITE 2000 GREENWOOD VILLAGE, CO 80111	VIAWEST COMPARK DATA CENTER 8636 S. PEORIA ST ENGLEWOOD, CO 80112	SquareTwo Financial Corporation	IT Agreement

**EXHIBIT B**

**Additional Assumed Contracts and Leases**

Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
EQUIFAX INFORMATION SERVICES LLC	EQUIFAX INFORMATION SERVICES LLC ATTN BILL BARNETT 1550 PEACHTREE STREET N.W. ATLANTA, GA 30309		SquareTwo Financial Corporation f/k/a Collect America, Ltd.	Amendment to the Equifax Information Services LLC Agreement for Services	\$0.00
EQUIFAX INFORMATION SERVICES LLC	EQUIFAX INFORMATION SERVICES LLC ATTN BILL BARNETT 1550 PEACHTREE STREET N.W. ATLANTA, GA 30309		SquareTwo Financial Corporation f/k/a Collect America, Ltd.	Supplement Exhibit A to the Equifax Information Services LLC Agreement for Services	\$0.00
EQUIFAX INFORMATION SERVICES LLC	EQUIFAX INFORMATION SERVICES LLC ATTN BILL BARNETT 1550 PEACHTREE STREET N.W. ATLANTA, GA 30309		SquareTwo Financial Corporation f/k/a Collect America, Ltd.	Equifax Information Services LLC Agreement for Services	\$0.00
MICROSOFT CORPORATION	MICROSOFT CORPORATION LEGAL & CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052		SquareTwo Financial Corporation	Services Provider License Agreement (Indirect)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Change Management Pack - Processor Perpetual (Quantity of 14)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Change Management Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Change Management Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Configuration Management Pack - Processor Perpetual (Quantity of 14)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Configuration Management Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Configuration Management Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Configuration Management Pack for Oracle Middleware - Processor Perpetual (Quantity of 2)	\$0.00



Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Configuration Management Pack for Oracle Middleware - Processor Perpetual (Quantity of 50)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Exadata Storage Server Software - Disk Drive Perpetual (Quantity of 36)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Exadata Storage Server Software - Disk Drive Perpetual (Quantity of 72)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Exalogic Elastic Cloud Software - Processor Perpetual (Quantity of 52)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Access Management Suite Plus - Named User Plus Perpetual (Quantity of 500)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Advanced Security - Processor Perpetual (Quantity of 20)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Advanced Security - Processor Perpetual (Quantity of 32)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Advanced Security - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Audit Vault and Database Firewall - Processor Perpetual (Quantity of 32)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Business Process Analysis Suite - Named User Plus Perpetual (Quantity of 5)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Data Masking Pack - Processor Perpetual (Quantity of 24)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Data Mining - Processor Perpetual (Quantity of 8)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Database Enterprise Edition - Processor Perpetual (Quantity of 14)	\$0.00

Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Database Enterprise Edition - Processor Perpetual (Quantity of 16)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Database Enterprise Edition - Processor Perpetual (Quantity of 21)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Database Enterprise Edition - Processor Perpetual (Quantity of 3)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Database Enterprise Edition - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Database Enterprise Edition - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Diagnostics Pack - Processor Perpetual (Quantity of 14)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Diagnostics Pack - Processor Perpetual (Quantity of 16)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Diagnostics Pack - Processor Perpetual (Quantity of 24)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Diagnostics Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Diagnostics Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Directory Services Plus - Processor Perpetual (Quantity of 4)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle GoldenGate - Processor Perpetual (Quantity of 12)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle GoldenGate - Processor Perpetual (Quantity of 28)	\$0.00

Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity and Access Management Suite - Employee User Perpetual (Quantity of 3,000)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity Governance Suite - Named User Plus Perpetual (Quantity of 1,800)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity Manager Connector - Database Applications Table - Connector Perpetual (Quantity of 1)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity Manager Connector - Microsoft Exchange - Connector Perpetual (Quantity of 1)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity Manager Connector - UNIX - Connector Perpetual (Quantity of 1)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity Manager Connector for Oracle Unified Directory - Connector Perpetual (Quantity of 1)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Identity Manager Connector for Web Services - Connector Perpetual (Quantity of 1)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Label Security - Processor Perpetual (Quantity of 20)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Label Security - Processor Perpetual (Quantity of 32)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Label Security - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Management Pack for Oracle GoldenGate - Processor Perpetual (Quantity of 40)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Management Pack Plus for Identity Management - Employee User Perpetual (Quantity of 3,000)	\$0.00

Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Management Pack Plus for Identity Management - Processor Perpetual (Quantity of 4)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Partitioning - Processor Perpetual (Quantity of 14)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Partitioning - Processor Perpetual (Quantity of 16)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Partitioning - Processor Perpetual (Quantity of 24)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Partitioning - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Partitioning - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Real Application Clusters - Processor Perpetual (Quantity of 16)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Real Application Clusters - Processor Perpetual (Quantity of 2)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Real Application Clusters - Processor Perpetual (Quantity of 24)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Real Application Testing - Processor Perpetual (Quantity of 24)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle SOA Management Pack Enterprise Edition - Processor Perpetual (Quantity of 13)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle SOA Suite for Oracle Middleware - Processor Perpetual (Quantity of 32)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Tuning Pack - Processor Perpetual (Quantity of 14)	\$0.00

Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Tuning Pack - Processor Perpetual (Quantity of 16)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Tuning Pack - Processor Perpetual (Quantity of 24)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Tuning Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle Tuning Pack - Processor Perpetual (Quantity of 6)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle WebCenter Portal - Processor Perpetual (Quantity of 20)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual (Quantity of 52)	\$0.00
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	Perpetual License - Oracle WebLogic Suite - Processor Perpetual (Quantity of 52)	\$0.00
TRANS UNION LLC	TRANS UNION LLC ATTN DIRECTOR - CUSTOMER INFORMATION SERVICES 555 WEST ADAMS CHICAGO, IL 60661		SquareTwo Financial Corporation f/k/a Collect America, Ltd.	Data Furnishers Reporting Agreement	\$0.00
US BANCORP OLIVER-ALLEN TECHNOLOGY LEASING	US BANCORP OLIVER-ALLEN TECHNOLOGY LEASING 801 LARKSPUR LANDING LARKSPUR, CA 94939		SquareTwo Financial Corporation f/k/a Collect America, Ltd.	Master Lease	\$0.00
US BANK EQUIPMENT #10 (NICE, PURE STORAGE)	U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION P.O. BOX 230789 PORTLAND, OR 97281		SquareTwo Financial Corporation	IT Agreement	\$0.00
US BANK EQUIPMENT #8 (CISCO WIFI/3850, PA FIREWALL, ORACLE OAM)	U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION P.O. BOX 230789 PORTLAND, OR 97281		SquareTwo Financial Corporation	IT Agreement	\$0.00

Exhibit B: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
US BANK EQUIPMENT #9 (ORACLE EXADATA X5)	U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION P.O. BOX 230789 PORTLAND, OR 97281		SquareTwo Financial Corporation	IT Agreement	\$0.00

**EXHIBIT C**

**Exhibit C Contracts**

Exhibit C: Revised Cure Amounts

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
KYRIBA	KYRIBA CORPORATION ATTN: LIBBY HALLORAN, CTP 111 BROADWAY, SUITE 1802 NEW YORK, NY 10006		SquareTwo Financial Corporation	Acct, Treasury & Legal Agreement	\$20,878.91
ORACLE AMERICA, INC.	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065		SquareTwo Financial Corporation	License and Services Agreement (as twice amended)	\$0.00